

PART 2045 - GENERAL

SUBPART JJ - RURAL DEVELOPMENT - UTILIZATION OF GRATUITOUS SERVICES

§2045.1751 General.

The Administrator, Farmers Home Administration (FmHA) is delegated the authority to collect, service, and liquidate loans made or insured by FmHA. The Administrator is authorized to accept and utilize voluntary and uncompensated services in accordance with Section 331(b) of the Consolidated Farm and Rural Development Act (Public Law 92-419), and Section 506(a) of the Housing Act of 1949. These voluntary and uncompensated services are utilized in implementing operating principles and practices necessary in carrying out the provisions of the above cited acts and to promote and achieve the purpose and objectives of FmHA's credit program.

§2045.1752 Policy.

Exhibit A, is an agreement form which sets forth conditions by which FmHA may accept voluntary and uncompensated (gratuitous) services from the following sources:

- (a) Any agency of State government or of any territory or political subdivision.
- (b) Nonprofit, educational, and charitable organizations, provided that no partisan, political, or profit motive is involved either explicitly or implicitly.

§2045.1753 Authority to accept gratuitous services.

(a) State Directors; Director, Personnel Division; and Assistant Administrator Accounting and Director, Finance Office are authorized to accept and utilize gratuitous services offered by the governmental agencies listed in §2045.1752 (a).

(b) Offers received by FmHA State, District, or County Offices from sources listed in §2045.1752 (b) shall be transmitted to the National Office, Attention: Director, Personnel Division, for decision. Copies of the Articles of Incorporation and By-laws (if the organization is incorporated), a statement that the organization accepts the conditions set forth in the agreement form, and evidence that the organization is financially able to meet the required fiscal obligations of the agreement should be included.

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Personnel  
General

§2045.1754 Scope of gratuitous services performed.

(a) Gratuitous services accepted in accordance with this subpart may be utilized to perform any function performed by regular FmHA employees (except County Committee Members). However, such services must not result in the displacement of regular employees. Most gratuitous services should be performed at the county office level and conform to standard FmHA position descriptions. Depending on current agency needs in a particular office and gratuitous skills available, a nonstandard position description may be developed and used.

(b) In order that gratuitous services may be performed in accordance with current FmHA procedures, orientation and other training will be provided by FmHA.

(c) Persons performing authorized gratuitous services will be held to the same standard as regular FmHA employees performing similar duties. The issuance of, and accountability for, identification cards and clearance of employee accountability will be as prescribed in RD Instruction 2024-B which is available in all FmHA Offices. Such persons, except Construction Inspectors may, when under direct supervision of County Supervisors, act as Collection Officers and be allowed to use receipt books in accordance with RD Instructions 2024-C and 1951-B (and other applicable regulations available in all FmHA Offices.)

§2045.1755 Preparation and disposition of agreement forms.

(a) Agreement to accept and utilize gratuitous services MUST BE IDENTICAL to the attached Exhibit A with such exceptions as may be authorized by the Office of the General Counsel, Department of Agriculture.

(b) Two copies of each signed agreement form will be forwarded to the Personnel Division. One copy will be retained in the State or Finance Office.

§2045.1756 - 2045.1800 [Reserved]

Attachment: Exhibit A

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AGREEMENT

FOR UTILIZATION OF EMPLOYEES OF  
(Official Title of Governing Body or Other Authorized  
Organization; e.g., Pickens County, Alabama,  
Board of Commissioners)

BY THE FARMERS HOME ADMINISTRATION

1. This Agreement, dated \_\_\_\_\_ between \_\_\_\_\_, a (political subdivision), (educational) (charitable), (or nonprofit) an organization of the State of \_\_\_\_\_ (hereinafter called the Agency), and the United States of America acting through Farmers Home Administration, U.S. Department of Agriculture (hereinafter called the Administration) is entered into for the purpose of permitting certain employees of the Agency (hereinafter called the Agency employees) to assist in the Administration's effort to provide agricultural, housing, and other assistance for rural people of the State of \_\_\_\_\_ in accordance with Section 331 (b) of the Consolidated Farm and Rural Development Act and Section 506 (a), Title V of the Housing Act of 1949.
2. The Administration certifies that it is empowered by the current Federal laws cited above, and related rules and regulations, to accept personnel assistance from the Agency as provided in paragraphs 4 and 5 below; and that the work assigned to Agency employees will be useful, in the public interest, could not otherwise be provided, and will not result in the displacement of employed workers.
3. The Agency certifies that it has the authority under the laws of the State of \_\_\_\_\_ to enter into this Agreement and to provide the services agreed upon in the manner provided for.
4. The Administration hereby supplies the Agency with a narrative description which is made a part of this Agreement as Attachment "A," explicitly setting forth the duties, knowledge, skills, and abilities to be required of each Agency employee.
5. The Administration agrees to:
  - a. Provide training for and responsible supervision of qualified and acceptable Agency employees in accordance with Attachment "A."

- b. Provide work within the State of \_\_\_\_\_ for qualified and acceptable Agency employees for periods not to exceed eight hours per day and 40 hours per week.
- c. Provide the office space, tools, equipment, and supplies to be used by Agency employees in performing work for the Administration.
- d. Report to the Agency, as required, the time worked by and work accomplishments of Agency employees.
- e. Consult with the Agency, as necessary, on situations involving delinquency, misconduct, neglect of work, and apparent conflicts of interest of Agency employees.
- f. Reimburse Agency employees for proper and reasonable travel and per diem expenses incurred in performing official duties for the Administration, in accordance with Administration travel regulations.
- g. Consider Agency employees to be Federal employees for the purposes of the Federal Employees Compensation Act (5 USC 8101) and of the Federal Tort Claims Act (28 USC 2671-2680).

6. The Agency agrees to:

- a. Not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, physical handicap, or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, marital status, physical handicap, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Agency will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. Obtain fingerprints, police record, and work qualifications checks on potential assignees, and divulge the results to the Administration or permit the Administration to obtain this information.

c. Assign only Agency employees who are acceptable to the Administration in terms of meeting the same ability and suitability standards which are applied to Federal employment.

d. Pay all salaries and other expenses of Agency employees and comply with Federal, State, and local minimum wage statutes. No monies will be paid by the Administration under this agreement, either to the Agency or its employees.

e. Consider any Tort claims by third parties under applicable laws and regulations.

f. Reassign or terminate the assignment of Agency employees upon request of the Administration.

7. The Agency and the Administration mutually understand and agree that the reasons for determining that an Agency employee is unacceptable or unsuitable for initial or continued assignment to Administration work may include but shall not be limited to the following:

a. Practicing or appearing to practice discrimination for reasons of race, color, religion, sex, age, marital status, physical handicap, or national origin.

b. Being or becoming involved in real or apparent conflicts of interest, such as, engaging directly or indirectly in business transactions with Administration applicants or borrowers, or using or appearing to use the Administration work assignment for private gain.

c. Engaging in or having engaged in criminal, dishonest, or immoral conduct, or conducting themselves in a manner which might embarrass or cause criticism of the Administration.

d. Being absent from duty without authorization. (Authorization is required from both the Administration and the agency.)

e. Engaging in partisan political activity prohibited to Federal employees doing similar work.

f. Lack of work.

g. Inability of the employee to perform the duties of the assignment.

8. The terms of this Agreement shall commence on the date thereof. It shall end on \_\_\_\_\_, unless extended by mutual written agreement, or unless terminated earlier by at least thirty (30) days advanced written notice by either party to the other.

9. The Agency and the Administration respectively certify, each for itself, that its officer signing this Agreement is duly authorized.

(Enter Official Title of Agency,  
e.g., City Council, Modesto,  
California)

BY \_\_\_\_\_  
Chairman, City Council,  
Modesto, California

FARMERS HOME ADMINISTRATION

BY \_\_\_\_\_  
FmHA State Director for

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